

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES <b>1</b>   <b>8</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00040</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C</b>		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE <b>S1103A</b>	
<b>COMMANDER, 02-31B</b> <b>SPACE AND NAVAL WARFARE SYSTEMS COMMAND</b> <b>4301 PACIFIC HIGHWAY</b> <b>SAN DIEGO, CA 92110-3127</b> G. Moran, 02-31B, (858)537-0440, morang@spawar.navy.mil		<b>DCMC Atlanta, Greensboro Area Office</b> <b>Lucent Residency</b> <b>PO Box 20046, Guilford Center</b> <b>Greensboro, NC 27420-0046</b> rberrylacy@dcmde.dla.mil			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
<b>LUCENT TECHNOLOGIES, INC.</b> <b>5440 MILLSTREAM ROAD</b> <b>McLeansville, NC 27301</b>		Send Orders To: Admin Mailing Address Lucent Technologies Government Solutions 9665 Chesapeake Drive, Suite 230 San Diego CA 92123		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N68939-97-D-0040</b>	
CODE <b>09JX9</b>		FACILITY CODE		10B. DATED (SEE ITEM 13) <b>29 July 1997</b>	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; of (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

To Be Specified on the Individual Delivery Orders

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Specify authority) THE CHANGES
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties and Section H.3 clause Technology Improvements</b>
	D. OTHER

E. IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update the Bay Networks (Nortel) Product Catalog, add Cage Code ON4T5 to Section G, Paragraphs G23.6 and G24.6, Correct the Part Number for CLIN 1500AB to read 65400-500, Add CLIN 4005AB Analog Phone Set, Add CLINs 6400 Frame Relay Regulated Switched Network Services and 6450 Internetworking IP Network Services, Add CLIN 6007AD Spooling Device Deck Mounted, Add CLIN 1500AC Ruggedized Cabinet, Correct the descriptions of CLINs 0327AB and 0329AE to read in part (compliant with), Change the COR to Ms. Claudia Judge, change the distribution instructions in Section G, Paragraph G22, and correct the numbering in Section C, Paragraph 8 as indicated on the following pages:

**Continued on Page 2**

15A. NAME AND TITLE OF SIGNER (Type of print);KL <b>BOBBY R. QUEEN, V.V.D CONTRACT SPECIALIST</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) <b>CARLA BROWN</b>	
15B. CONTRACT/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>7/6/00</b>	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED <b>7-11-00</b>

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 DFR) 53.243

1. Update CLINs 4720AW and 4720AX the Bay Network (Nortel) Product Catalog dated 01 September 1999 from modification P00036 with the Bay Network (Nortel) Product Catalog dtd 18 April 2000 IAW Exhibit P00040 A1E Enterprise Connectivity, Interoperability, Communications and Management. The discount remains the same at 31.5% off list price for Category A products and 26 % off the list price for Category B and C products. The Bay Network (Nortel) Product Catalog dated 18 April 2000 is available on the World Wide Web at: ([http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>)
2. Add CLIN 4005AB Model 6220 Analog Telephone Set to the Schedule B (Exhibit Pricing Tables) IAW Exhibit P40 A1C – Phone Sets which is available on the World Wide Web at [http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>).
3. Add CLIN 6400 Frame Relay Regulated Switched Network Services and CLIN 6450 Internetworking IP Network Services to the Schedule B (Exhibit Pricing Tables) IAW Exhibit P40 A1H – Local Access Sets which is available on the World Wide Web at [http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>).
4. Add CLIN 6007AD Deck Mounted Hand Cranked Spooling Device, IAW NAVSEA Drawing # 7325761 Rev. D to the Schedule B (Exhibit Pricing Tables) IAW Exhibit P40 A1G – Ship to Shore Connections which is available on the World Wide Web at [http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>).
5. Add CLIN 1500AC Ruggedized Cabinet for Definity SCC w/MCCF to the Schedule B (Exhibit Pricing Tables) IAW Exhibit P40 A1A – Digital Switch which is available on the World Wide Web at [http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>).
6. The Part Number for CLIN 1500AB from modification P00038 is corrected to read 65400-500 IAW Exhibit P40 A1A Digital Switch which is available on the World Wide Web at [http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>).
7. Correct the description of CLIN 0327AB to read: Shipboard QPL, 8 fiber cable, MM thermoset, compliant with MIL-C-845045/17-01P, and Correct the description of CLIN 0329AE to read: Shipboard QPL, 4 fiber cable, MM thermoset, compliant with MIL-C-845045/18-01P, in the Schedule B (Exhibit Pricing Tables) IAW Exhibit P40 A1A – Digital Switch which is available on the World Wide Web at [http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>).

8. The following changes are made to Section G:

a. The COR in Paragraph G8.1 is changed to read Ms. Claudia Judge.

b. The Cage Code is added to Skytel's remittance address in Paragraph's G23.6 and G24.6 as follows:

G23.6 SkyTel Remittance Address : Attn.: Accounts Receivable  
Lucent Technologies  
C/O SkyTel Corporation  
P.O. Box 3887  
Jackson, MS 39207-3887  
Cage Code: "ON4T5"

G24.6 SkyTel Remittance Address : Attn.: Accounts Receivable  
Lucent Technologies  
C/O SkyTel Corporation  
P.O. Box 3887  
Jackson, MS 39207-3887  
Cage Code: "ON4T5"

c. Paragraph 22 is changed to read:

## **G22. DISTRIBUTION OF DELIVERY ORDERS**

G22.1 All delivery orders prepared and issued under this contract shall use a Standard Form 1449, DD Form 1155, GSA Form 300 or other form approved for use by the Contracting Officer identified in Paragraph G2.5. All delivery Orders shall be forwarded to the addresses listed below. Any assistance required in completing the Standard Form 1449, DD Form 1155, or GSA Form 300 should be directed to the Contracting Officer designated in paragraph G2.5 or to the DoN IT Umbrella Program Office Technical Lead designated in paragraph G4.4.

G22.1.1 The Ordering Officer shall make distribution on all orders to the address below. Electronic Distribution is allowable.

For All Delivery Orders - Original-Contractor Address as shown on the order:

LUCENT Technologies Inc.  
5440 Millstream Road  
McLeansville, NC 27301

Mail to: LUCENT Technologies  
Government Solutions  
9665 Chesapeake Drive, Suite 230  
San Diego CA 92123

E-Mail: [bqueen@lucent.com](mailto:bqueen@lucent.com)  
[martysmith@lucent.com](mailto:martysmith@lucent.com)

For DoD and Coast Guard Delivery Orders - 1 copy to:  
DCMC-Atlanta  
Greensboro Area Office, Lucent Residency  
P.O. Box 20046, Guilford Center  
Greensboro NC 27301  
Code S1103A

For GSA Delivery Orders – 1 copy to:  
The GSA Administrative Office as specified on each delivery order.

For DoD Delivery Orders – 1 copy to:  
DFAS – Columbus Center  
South Entitlement Operations  
P.O. Box 182264  
Columbus OH 43218-2264  
Code HQ0338

For Coast Guard Delivery Orders – 1 copy to:  
Commanding Officer  
USCG Finance Center  
1430A Kristina Way  
Chesapeake VA 23326

For GSA Delivery Orders – 1 copy to:  
The GSA Payment Office as specified on each delivery order.

For ALL Delivery Orders - 1 copy to:  
Space and Naval Warfare Systems Command  
DoN IT Umbrella Program Office  
ViViD Technical Lead PD15Q  
4301 Pacific Highway  
San Diego CA 92110-3127  
Fax: (619) 524-7398  
E-Mail Both: [solorzan@spawar.navy.mil](mailto:solorzan@spawar.navy.mil)  
[wolkent@spawar.navy.mil](mailto:wolkent@spawar.navy.mil)

For ALL Delivery Orders - 1 copy to:  
SPAWAR Systems Center (SSC) Charleston, Norfolk Office  
ViViD Program COMO - Lucent Contract  
9456 Fourth Ave  
Suite 233, Code 6411.2  
Norfolk VA 23511-2130  
E-Mail: [mcdaniee@spawar.navy.mil](mailto:mcdaniee@spawar.navy.mil)

For ALL Delivery Orders - 1 copy to:  
“Ship To Addressee” as shown on the order

G22.2 All incoming orders will be reviewed by the ViViD Contractor to determine if they are technically and administratively correct and complete and shall accept or reject all delivery orders within three (3) working days of receipt. In addition, one or more of the following government offices will review all incoming orders to determine if they are technically and administratively correct and complete and to verify the accuracy of the pricing: the ViViD Program Office Technical Lead and/or the Vivid Program (COMO) Office.

G22.2.1 If the Government determines an order is not correct and requires modification, the Government office making the determination that a modification is needed will notify the other offices identified in Paragraph G22.2 above, the office issuing the order and the "ship to addressee" within 3 working days of receipt of the order. This notification will provide a full description of why the delivery order requires modification. If a modification has not been received after 15 days, a second notice will be sent. After 30 days, if the required modification has not been received, the responsible office will notify the ViViD Program Office Technical Lead for further instructions. If there is a dispute regarding the validity of the need for a modification, the Contracting Officer will make the final determination whether to reject the delivery order pending receipt of a modification issued by the Ordering Officer. The Contracting Officer's determination is not subject to the Disputes clause (FAR 52.233-1) dated MAR 1994.

G22.2.2 In the event the Contractor determines an order is not correct and requires modification, the Contractor will notify the Government offices identified in Paragraph G22.2 above, the office issuing the order and the "ship to addressee" within 3 working days of receipt of the order. This notification will provide a full description of why the delivery order requires modification. If a modification has not been received after 15 days, a second notice will be sent. After 30 days, if the required modification has not been received, the responsible office will notify the ViViD Program Office Technical Lead for further instructions. If there is a dispute regarding the validity of the need for a modification, the Contracting Officer will make the final determination whether to reject the delivery order pending receipt of a modification issued by the Ordering Officer. The Contracting Officer's determination is not subject to the Disputes clause (FAR 52.233-1) dated MAR 1994.

G22.2.3 In the event the Contractor determines an order is not correct and rejects a delivery order, the Contractor shall send one copy of the delivery order being rejected, along with appropriate justification for rejection of the delivery order to the Contracting Officer identified in paragraph 2.5 and the ViViD Technical Lead identified in paragraph G4.4. If the ViViD Technical Lead agrees with the Contractor, the Contractor shall notify the office issuing the order, the "ship to addressee" and the ViViD Program COMO identified in G22.1.1 within 3 working days of the rejection. This notification will provide a full description of why the delivery order is rejected and whether a modification will correct the deficiencies that lead to the rejection. If a modification is requested and has not been received after 15 days, a second notice will be sent. After 30 days, if the required modification has not been received, the Contractor will notify the ViViD Program Office Technical Lead for further instructions. If there is a dispute regarding the validity of the rejection, the Contracting Officer will make the final determination as to whether there is a need for a modification, whether the order can be outright rejected, or whether the Contractor must accept the order as written. The Contracting Officer's determination is not subject to the Disputes clause (FAR 52.233-1) dated MAR 1994.

G22.3 A Government PMO Customer Service Representative will be allowed access to the contractor order receipt/processing location for review and inspection of the contractor receipt/processing procedures and files. Space and office assets shall be made available for this individual.

G22.4 The contractor will send copies of all accepted delivery orders and modifications to the ViViD Program COMO and the ViViD Technical Lead daily (normal working days).

G22.5 The Contractor will establish a database to include (but not limited to) the following information:

- Contract Number
- Delivery Order Number
- Date of Order
- Requisition Number ((SF) 1449 – Block 1, or DD Form 1155 – Block 4)
- Issuing Address (including UIC)
- Delivery date
- Line of acctg
- CLIN description
- CLINs, prices, quantities
- Total Amount of the Order
- Ship To Address (including UIC)
- Credit Card Order
- Current status of the Order

The information will be made available to the government upon request. The database shall be capable of queries in third normal form and shall be FIP 127-2 compliant. The contractor, the ViViD Program COMO and the ViViD Technical Lead shall reconcile this database as determined necessary by the Government.

G22.6 There may be occasions where the Government may suspend ordering (either by CLIN/SCLIN up to and including the entire contract.) If a suspension is announced, the Contractor will adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

G22.7 The Government has the right to change these procedures unilaterally at any time.

9. Replace Section G, P38 with Section G, P40, which is available on the World Wide Web at: ([http://www.lucent.com/vivid/contract/catalog\\_prices.html](http://www.lucent.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>)

10. The Numbering in Section C, Paragraph 8 is corrected to read as follows:

**C8 Shore-to-Ship.**

C8.1 General. The Contractor(s) shall provide fiber optic components, assemblies, kits and accessories as specified in the NAVSEA Drawings in Table C-5.

C8.1.1 CLIN 6001, Umbilical Assembly. Umbilical assemblies, cross-connect cable assemblies and replacement parts shall meet NAVSEA Drawing 7325759.

C8.1.2 CLIN 6000, Pigtail Assembly. Pigtail assemblies shall meet NAVSEA Drawing 7325760.

C8.1.3 CLIN 6007, Pier Kit. Components, assemblies and accessories listed as items offered as part of the pier kit shall meet NAVSEA Drawing 7325761.

C8.1.4 CLIN 6004, Ship Kit. Components, assemblies and accessories listed as items offered as part of the ship kit shall meet NAVSEA Drawing 7325762.

C8.1.5 CLIN 6009, Termination Support Kit. Kits, jumper sets and accessories listed as items offered as part of the termination support kit shall meet NAVSEA Drawing 7325763.

TABLE C-5	
DESCRIPTION	NAVSEA DRAWING NUMBER
Pierside Connectivity, Umbilical Assembly, Fiber Optic, Ship-To-Pier	7325759
Pierside Connectivity, Pigtail Assembly, Fiber Optic, Jam Nut Mounted Receptacle (Hermaphroditic) To ST Connector	7325760
Pierside Connectivity, Pier Kit, Fiber Optic, Pier Interface To Ship	7325761
Pierside Connectivity, Ship Kit, Fiber Optic, Ship Interface To Pier	7325762
Pierside Connectivity, Termination Support Kit, For Fiber Optic ST Connector and Termini	7325763
Fiber Optic Connectors, Hermaphroditic, Multiple Removable Termini	7379171
Removable Termini For Multiple Termini Fiber Optic Connectors	7379172
Cable, Fiber Optic, Pierside Use Only (Not For Inboard Or Outboard Use), 12 Breakout Cable Count, Multiple Classes (Single Mode, Multimode, Fiber-Hybrid)	7379173

C8.2 Connector Interoperability. (All) ViViD Contractor(s) shall ensure that all of the connectors are fully interoperable and interchangeable in all possible connectors.

C8.2.1 Hermaphroditic Connector. Connector cable plugs on umbilical assemblies and cross-connect cable assemblies and for connector receptacles on pigtail assemblies and supplied as part of a ship kit (see NAVSEA Drawing 7325762) shall be interoperable and meet appendix A of NAVSEA Drawing 7379171.

C8.2.2 Termini. Termini for connector cable plugs on umbilical assemblies and cross-connect cable assemblies and for connector receptacles on pigtail assemblies and supplied as part of a ship kit (see NAVSEA Drawing 7325762) shall be interoperable and meet appendix A of NAVSEA Drawing 7379172.

### C8.3 Connector and cable components.

C8.3.1 Cable plugs. Connector, hermaphroditic, cable plugs on umbilical assemblies and on cross-connect cable assemblies shall meet NAVSEA Drawing 7379171.

C8.3.2 Receptacles. Connector, hermaphroditic compatible, receptacles on pigtail assemblies and supplied as part of a ship kit (see NAVSEA Drawing 7325762) shall meet NAVSEA Drawing 7379171.

C8.3.3 Termini. Termini for connector cable plugs on umbilical assemblies and cross-connect cable assemblies and for connector receptacles on pigtail assemblies and supplied as part of a ship kit (see NAVSEA Drawing 7325762) shall meet NAVSEA Drawing 7379172.

C8.3.4 Cable. The cable used between cable plugs on the umbilical assembly and on the cross-connector assembly shall meet NAVSEA Drawing 7379173.

C8.3.5 Cable reel. The three flanged, cable reel supplied as part of the umbilical assembly and offered as an umbilical assembly replacement part shall meet appendix B of NAVSEA Drawing 7379173.

C8.3.6 Spooling device. The hand cranked, spooling device for the three flanged, cable reel supplied as part of the umbilical assembly and offered as part of the pier kit (see NAVSEA Drawing 7325761) shall meet appendix C of NAVSEA Drawing 7379173.

11. Replace Section C, P37 with Section C, P40, which is available on the World Wide Web at: ([http://www.lucnet.com/vivid/contract/catalog\\_prices.html](http://www.lucnet.com/vivid/contract/catalog_prices.html) or <http://www.it-umbrella.navy.mil>

12. All other terms and conditions of contract N68939-97-D-0040 remain unchanged and in full force and effect.